

**AGREEMENT**  
**BY AND BETWEEN**

**THE BOARD OF EDUCATION**  
**OF THE ESSEX COUNTY**  
**VOCATIONAL SCHOOLS**  
**ESSEX COUNTY, NEW JERSEY**

**AND THE**

**ESSEX COUNTY VOCATIONAL**  
**EDUCATION ASSOCIATION**  
**TEACHERS UNIT**

**July 1, 2004 to June 30, 2007**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1. PREAMBLE .....	1
2. BOARD RIGHTS AND RESPONSIBILITIES .....	1
3. RECOGNITION .....	2
4. NEGOTIATION PROCEDURE .....	3
5. ADMINISTRATION OF AGREEMENT .....	3
6. ASSOCIATION RIGHTS, PRIVILEGES AND RESPONSIBILITIES .....	3
7. TEACHER RIGHTS .....	5
8. GRIEVANCE PROCEDURE .....	6
9. NON-DISCRIMINATION .....	9
10. TEACHER EMPLOYMENT .....	9
11. TEACHER ASSIGNMENT .....	10
12. TRANSFERS AND REASSIGNMENTS .....	11
13. EVENING SCHOOL, INDUSTRIAL, APPRENTICE, SUMMER, FEDERAL AND HOME INSTRUCTION PROGRAMS.....	12
14. PROMOTIONS .....	12
15. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT .....	13
16. TEACHER EVALUATION .....	16
17. SCHOOL CALENDAR .....	17
18. TEACHING HOURS.....	17
19. CLASS SIZE.....	20
20. SUBSTITUTES AND SUBSTITUTIONS .....	21

21. TEACHER FACILITIES .....	22
22. PROTECTION OF TEACHERS, STUDENTS AND PROPERTY .....	23
23. SICK LEAVE .....	24
24. DAYS OFF AND TEMPORARY LEAVES OF ABSENCE.....	25
25. CHILD-REARING LEAVE AND MATERNITY DISABILITY .....	27
26. ACCRUED LEAVE .....	30
27. INSURANCE PROTECTION .....	30
28. DEDUCTIONS FROM SALARY .....	31
29. SALARY PROVISIONS .....	32
30. LONGEVITY SERVICE PAY.....	35
32. FULLY-BARGAINED PROVISIONS.....	35
33. TECHNICAL CAREERS CENTER .....	35
34. DOCTORAL STIPEND .....	35
35. REPRESENTATION FEE .....	36
SCHEDULE A.....	39
SCHEDULE B.....	42
SCHEDULE C.....	43
SCHEDULE D .....	44
SCHEDULE E.....	45
36. DURATION OF AGREEMENT .....	46

## **PREAMBLE**

This Agreement entered into this 2<sup>nd</sup> day of December, 2004 by and between the Board of Education of Essex County Vocational Schools, Essex County, New Jersey (hereinafter called the "Board") and the Essex County Vocational Education Association (hereinafter called the "Association").

## **BOARD RIGHTS AND RESPONSIBILITIES**

The Board of Education reserves the right to operate the school system consistent with the terms of the contract. All of the rights, powers or authority the Board had prior to the signing of this agreement are retained by the Board. Nothing herein shall be construed as limiting the Board of Education from discharging any of its obligations or responsibilities as prescribed by Title 18A and Chapter 123 Public Laws, 1974 nor as a delegation of any of its statutory authority under the laws of the State of New Jersey. The Board of Education has the right to hire and terminate employment in the manner provided by law.

## **WITNESSETH:**

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Essex County Vocational Schools is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to advise in the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE ONE** **RECOGNITION**

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certified full-time and part-time personnel whether under contract, or on leave, employed by the Board, including:

Classroom Teachers, Shop, and  
Special Instructors  
Child Study Team  
Nurses  
Guidance Counselors  
Librarians  
Coaches and Athletic Directors  
Teaching Specialists  
C.I.E. Coordinators  
C.O.E. Coordinators  
Day Care Coordinators  
Evening School Instructors  
Summer School

but excluding:

Superintendent and Assistant  
Superintendent  
Business Administrator/Board Secretary  
Directors  
Supervisors and Coordinators  
Principals and Vice-Principals  
Administrative Assistants

B. Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to teachers shall include male and female teachers.

## **ARTICLE TWO** **NEGOTIATION PROCEDURE**

1. The parties agree to enter into and procedurally conduct collective negotiations over a successor Agreement in accordance with and pursuant to the directives of Chapter 123, Public Laws 1974.
2. Before negotiations begin, during the months of September and October, the Board shall make available to the Association for inspection and use all pertinent public records, data and information concerning the Essex County Vocational Schools.

## **ARTICLE THREE** **ADMINISTRATION OF AGREEMENT**

- A. 1. Representatives of the Association and the Board shall meet for the purpose of reviewing the administration of the Agreement and to resolve differences in interpretation or problems that may arise.
2. All meetings of the representatives regarding this agreement whenever possible, when the teachers involved are free from responsibility unless otherwise agreed.
3. These meetings and procedures are not intended to bypass the Grievance Procedure.

## **ARTICLE FOUR** **ASSOCIATION RIGHTS, PRIVILEGES AND** **RESPONSIBILITIES**

1. Whenever any representative of the Association or any teacher is mutually scheduled to participate during working hours in negotiations or grievance proceedings, he shall suffer no loss in pay.
2. Representatives of the Association, NJEA and NEA may transact official Local Association business on school property at reasonable times, with the prior approval of the Principal, provided that this shall not interfere with or interrupt normal school operations. The Principal shall be given reasonable notice in advance of the time and place of all said meetings.

3. No meetings shall be held without prior approval of the Principal. The Association and its representatives shall request permission from the Principal for the right to use school buildings at all reasonable hours for meetings. The Principal of the building in question shall be notified in advance of the time and place of all such meetings.

4. The Association shall have the right to use school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines and all other types of audio-visual equipment, at reasonable times when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use. In the event any equipment is damaged due to negligence, when being used by the Association, the Association shall be responsible for such damage.

5. The Association shall have, in each school building, a bulletin board in a designated faculty lounge. The Association also shall be assigned, by the Principal, space on the bulletin board in the main office for Association notices. Copies of all materials to be posted on such bulletin boards shall be furnished to the building Principal.

6. The Association shall have the right to use the inter-school mail facilities and school mailboxes for Association business only.

7. If the local elects a teacher president, the Board shall grant up to ten (10) days leave with pay to the President of the Association as requested, for Association business, during this year in office. The Superintendent will have the authority to grant additional time if requested. The Board also shall grant a total of five (5) days to other designations, (teachers and secretarial units combined). The President of the Association shall not have any extra duties such as homeroom, etc. if the schedule permits it.

8. The room in which the President of the Association normally teaches, or some mutually agreed location, be equipped with a telephone at the expense of the Association. Association business calls should be made on non-teaching time.

9. All orientation programs for new teachers shall include a presentation by the Association. No membership solicitation will be carried on by the Association at such orientation programs.

## **ARTICLE FIVE** **TEACHER RIGHTS**

A. Pursuant to Chapter 123 Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purposes of engaging in collective negotiations and processing grievances.

B. No teacher shall be disciplined, reprimanded, or reduced in compensation without just cause. This Article shall be consistent with N.J.S.A. 34:13A5.3 and shall exclude binding arbitration for employees with alternate statutory appeal procedures, or disciplinary disputes involving employees with specific statutory protection under the Tenure Laws, or when excluded by law.

C. Whenever a teacher is requested to appear before the Superintendent or the Board, concerning a matter referred to in paragraph B above, he shall be notified in writing and shall be entitled to representation at his option.

D. No teacher shall be prevented from wearing lapel pins or other similar identification of membership in the Association or its affiliates.

E. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teachers, providing said activities do not violate any local, state or federal law.

F. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Essex County Vocational School District; and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions.

## ARTICLE SIX

### GRIEVANCE PROCEDURE

#### A. DEFINITIONS

1. The term "grievance" means a complaint by any teacher, group of teachers, or the Association, that there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting the terms and conditions of employment of said teacher or group of teachers.
2. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the case of the failure or refusal of the Board to renew the contract of a non-tenure employee.
3. The term "employee" shall mean any regularly employed individual covered in Article I "Recognition."
4. The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees, or by the Board to act on its or their behalf and to represent it or them.
5. The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible.

#### B. PROCEDURE

Step 1: The grievant and/or the head building education association representative shall discuss the matter informally with the appropriate immediate supervisor in an effort to resolve the grievance informally.

Step 2: If the grievance is not resolved within two (2) working days of the date of this discussion at Step 1, then, no later than ten (10) working days from the date of the discussion at Step 1, the matter shall be reduced to writing on an approved grievance form and submitted to the Superintendent by the Head Grievance Officer or Education Association President. The Superintendent or designee shall respond no later than five (5) working days after receipt of the written grievance. Any written grievance must, at a minimum, contain the following information:

1. The name of the grievant(s);
2. The specific contract section, provision, or Board policy or Administrative decision alleged to have been violated;
3. The nature and extent of the injury or loss;
4. The result of any previous discussions;
5. The reason for dissatisfaction with the previous decisions; and
6. The precise remedy sought.

Step 3: If the response does not resolve the grievance, the Association may, within ten (10) working days, appeal the grievance to the Board of Education. Grievances will be delivered to the Board Secretary who will sign off on an approved form to acknowledge receipt. At the next regularly scheduled Board meeting, the Board may either discuss the grievance or invite the Association's Grievance Chairperson to discuss the matter. In either instance, the Board shall notify the Association of its decision on a grievance within ten (10) days of the discussion or hearing.

Step 4: In the event a teacher or the Association is dissatisfied with the determination of the Board, he shall have the right to request binding arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. Said request for binding arbitration must be made within thirty calendar days from the determination of the Board. The authority of the arbitrator shall be limited solely to the interpretation of the Agreement and he shall have no authority to add to, subtract from, or modify any of said provisions.

1. No response at any step within the time allotted shall be deemed to be a denial of the grievance at that step.
2. Association sponsored grievances may be filed at Step 2 within its discretion.
3. Written dispositions of all grievances at Step 2 shall be forwarded to the Association.

4. In the event of arbitration, the costs of the arbitrator's services shall be shared equally by the parties, except that late cancellation fees shall be the sole responsibility of the party requesting the postponement.

5. Time limits shall be strictly adhered to and a grievance not raised or processed within the time allotted shall be deemed to be abandoned.

6. All documents, communications for records dealing with a grievance, except disciplinary matters, shall not be filed in any employee's personnel file.

7. All meetings and hearings pursuant to this procedure shall not be conducted in public and shall only be attended by the parties in interest and authorized representatives.

8. A grievance must be raised at Step 1 no later than thirty (30) working days following its occurrence, or within 30 working days after the agreed party knew or should have known of the events or conditions on which it is based.

9. It is understood that only grievances affecting mandatory negotiable terms and conditions of employment as defined according to the New Jersey Public Employer-Employee Relations Commission (PERC) may be submitted to binding arbitration.

C. MISCELLANEOUS

1. An employee processing a grievance, shall be assured freedom from restraint, interference, coercion discrimination or reprisal.

2. In the presentation of a grievance, the employee shall have the right to present his own case or to designate the head building education association representative to appear with him at any step. A minority organization shall not have the right to present or process a grievance.

3. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.

4. It is understood and agreed that both the Board and the Association have the right to utilize all provisions of this Article and that grievances may be processed either by the employee who has been aggrieved or by the Board or the Association.

5. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may from time to time arise affecting the working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the grievance procedure.

6. Nothing herein contained shall be construed as limiting the right of any teachers having a grievance to discuss the matter informally with the appropriate members of the administration, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given notice of such adjustment.

#### **ARTICLE SEVEN** **NON-DISCRIMINATION**

Neither the Board nor the Association, their agents, members or employees, shall discriminate against any person by reason of age, race, sex, handicap, religion, national origin, Association membership, activity or lack thereof.

#### **ARTICLE EIGHT** **TEACHER EMPLOYMENT**

A. 1. The teacher salary schedule (Schedule A attached hereto), shall be applied. It shall consist of three levels of training: The Fourth, Fifth and Sixth Year Levels.

2. All employees, upon initial employment, shall qualify for the fourth level unless they satisfy the requirement for placement on either the fifth year level or the sixth year level.

3. Once a teacher level has been established as outlined in Eight A (2) above, steps on that level may be granted as follows:

- a. For each year of approved public school teaching - one (1) step.
- b. For each three years of related business, educational or industrial experience one (1) step may be granted on the guide.
- c. For each year of military service which interrupted school teaching - one (1) step.

B. All teachers shall be notified of their contract and salary status for the ensuing year as required by law or regulation.

C. All personnel who desire to leave the employment of the Board through retirement must apply in writing to the Superintendent giving the effective date of such retirement at least sixty (60) days before such retirement is to become effective.

D. A full-time employee is understood to be one who is under contract and works a full day (or night, as the case may be) as differentiated from a part-time employee who is hired for service for short time periods of less than a full working day. A person may be employed for substitute or temporary service but still be a full-time employee.

#### **ARTICLE NINE** **TEACHER ASSIGNMENT**

A. 1. Teachers shall be given notice of any changes in their basic subject and/or grade assignments for the forthcoming year by June 1, if at all possible. Every effort shall be made to provide teachers with their written schedules prior to the end of the school year. In the event of a significant change in the schedule, written notice shall be provided to the teacher prior to the start of the school year.

2. Any changes due to enrollment or other emergency situations made thereafter, the teacher shall be notified as soon as possible of any such changes and if a request is made will be given an opportunity to discuss the reasons for the changes.

B. 1. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.

2. Teachers who may be required to use their automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the IRS rate.

#### **ARTICLE TEN** TRANSFERS AND REASSIGNMENTS

A. 1. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent's Office no later than April 1 using the appropriate form.

2. As soon as practicable, the Superintendent's Office shall deliver to the Association a system wide schedule showing the names of all teachers who have been re-assigned or transferred. Such individual transfer or re-assignment shall be confirmed in writing to the teacher.

B. 1. In the determination of request for voluntary re-assignment and/or transfer, the wish of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and the best interests of the school system.

2. Notice of involuntary transfer or reassignment shall be given to teachers as soon as practicable and except in cases of emergency no later than June 1. Teachers shall be notified in writing as to the reason for an involuntary transfer or reassignment and a copy shall be sent to the Association.

C. 1. Teachers who desire to apply for a transfer during the summer period shall submit their names to the Superintendent's Office together with the positions to which they desire to be transferred and an announcement where they can be reached during the summer. Certification in the area of transfer will be a prerequisite.

## ARTICLE ELEVEN

### EVENING SCHOOL, INDUSTRIAL, APPRENTICE, SUMMER, FEDERAL AND HOME INSTRUCTION PROGRAMS

A. 1. All openings for positions in the accredited evening school, part-time, apprentice, summer school, federal programs and home instruction for which teachers may be qualified and eligible shall be publicized by the Superintendent in accordance with the procedure for publicizing promotional vacancies set forth in Article 12, Section A, B, C, of this Agreement. As far as is practical postings for positions in the accredited summer school and evening high school programs shall be publicized by the Superintendent no later than May 1 and June 15 respectively. Employees selected for these positions shall be notified, to the extent possible, by June 15<sup>th</sup> and September 15, respectively.

B. 1. In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the Essex County Vocational Schools.

2. Suitable full-time teachers, employed in the District, shall have priority for such openings.

C. 1. All non-contractual positions shall be posted yearly within the schools. This shall be done by June 1 of each year. The person currently holding that position will retain that position for the following year, provided that he has performed satisfactorily to all guidelines set forth by the Superintendent.

## ARTICLE TWELVE

### PROMOTIONS

A. Promotional positions are defined as follows:

Positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility excluding extra-pay for extra-work assignments.

The Board agrees to post all vacancies, permanent or acting, of a teaching, supervisory or administrative nature which may occur.

B. Procedures:

1. When school is in session a notice shall be posted in each school at least ten (10) school days before the final date applications must be submitted. Said notice shall contain a job description, salary, experience and educational requirements.
2. Three copies of said notice shall be given to the Association at time of posting.
3. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Personnel Office within the time limit specified in the notice and the Personnel Supervisor shall acknowledge in writing the receipt of all such applications.
4. Applications shall be kept on file in the Personnel Office for a period of one (1) year.
5. Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Personnel Office, together with the position(s) for which they desire to apply and an address where they can be reached during the summer.

**ARTICLE THIRTEEN**  
**PROFESSIONAL DEVELOPMENT**  
**AND EDUCATIONAL IMPROVEMENT**

- A. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction. The parties further agree that each teacher should fulfill the obligation for professional improvement in ways that best serve his own problems, functions, interests, and needs.
- B. The Board agrees to cooperate with the Association in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction. Such activities shall be coordinated through the establishment Workshop Committee.

C. In-service programs including curriculum committees which require the attendance of teachers, shall be conducted on time contributed equally by the Board and teachers.

D. The Board shall grant two (2) days of leave per year without loss of pay to a teacher who requests permission to attend a professional conference. The number on leave at any given time shall be determined by good educational practice as recommended by the Principal and approved by the Superintendent.

Each new employee to the District must complete a District's sponsored In-Service Course known as "Organization and Administration of Curriculum" prior to the end of the first year of employment unless excused by the Superintendent. Said course shall be without fees and said new employees shall be advised of this prior to employment. New teachers will be paid the hourly rate for this time if the course is held outside of school hours between September 1 and June 30.

These new teachers can also be required to attend a summer orientation of up to two days. This orientation will be unpaid but they will receive Professional Development hours for this time.

G. TUITION REIMBURSEMENT

1. Tuition for courses shall be reimbursed by the Board of Education subject to the following conditions:

a. Undergraduate courses necessary to obtain a different degree or an Instructional Certificate, or are otherwise advantageous to the District. All undergraduate courses must be specifically approved by the Superintendent. Denial shall be non-arbitrable.

b. Graduate courses are approved by the Superintendent of Schools prior to enrollment. The denial of same is grievable to the Board but is non-arbitrable.

c. Regardless of degree level, the courses must be related to the teacher's present assignment or part of certification or advanced degree requirement beneficial to the assignment.

d. The courses must be completed satisfactorily with a grade of "B" or better. Official transcripts must be submitted.

e. Tuition shall be paid by the Board of Education up to a maximum of the Rutgers graduate rate times nine (9) credits per year per teacher. To be eligible, a teacher must complete two (2) years of employment. Newly hired employees shall be eligible to receive reimbursement after only one (1) year of service and upon recommendation of Superintendent. They shall receive payment after second service year.

f. Evidence of payment of tuition must be presented before reimbursement will be paid.

g. Applicants shall not have received tuition scholarship aid from some other sources which equals or exceeds tuition rate. If aid does not equal the state college rate, reimbursement will be the difference.

h. Tuition reimbursement will be \$35,000 for the length of this agreement. If there are insufficient funds to pay for all eligible requests, the Association can request that the board appropriate additional funds.

i. Reimbursement is subject to Internal Revenue Service rules and regulations.

j. Vocational teachers will be eligible for reimbursement for undergraduate credits needed for a bachelors degree. Any courses necessary for completing of an undergraduate degree will be eligible for funding. Undergraduate courses must be completed with a grade of C or better. Tuition will be paid for eligible undergraduate courses successfully completed in one year for a maximum amount not to exceed the average state college graduate rate for 9 credits. Beyond the bachelors degree, only graduate credits will be eligible for reimbursement.

k. Employees who receive tuition reimbursement under this Article must continue in the Board's employ for two (2) years after receipt of such payment. Employees who leave prior to that time must reimburse the Board a pro-rata share of the payment equivalent to the portion of the two years not worked, unless the employee is terminated by the Board or is unable to continue in the Board's employ due to death or serious illness.

## **ARTICLE FOURTEEN** **TEACHER EVALUATION**

A. All evaluation of work performance of teacher personnel shall be conducted openly, and with full knowledge of the teacher involved and by persons certified by the New Jersey State Board of Examiners to supervise instruction.

B. Lesson plans shall be maintained in a form consistent with the needs of the supervisory staff and the teacher and shall be regularly submitted as required by the supervisory staff. They shall be in sufficient detail to permit continuance of the instructional programs by a substitute in the event of the teacher's absence.

C. The Board of Education and the Administration subscribe to the principle that a teacher has the right to full knowledge regarding the judgment of his supervisors respecting that effectiveness of his performance and that, further, he is entitled to receive such recommendations that will assist him in increasing the effectiveness of his performance.

D. The Administration shall establish supervisory procedures that will guarantee a minimum of three (3) written evaluations per year for each non-tenure teacher, and one (1) for each tenure teacher.

E. Each teacher shall sign all copies of the written evaluation attesting to the fact that the contents of the evaluation are known to him. Each teacher shall receive a copy of each written evaluation.

F. A conference shall be arranged between the Principal and the teacher as soon as possible after receipt of the evaluation by the teacher. At such time, the teacher is entitled to have his response to the evaluation heard and attached to said evaluation.

G. A teacher shall be advised of all written complaints from parents and other sources relative to his performance or activities and shall be given an opportunity to respond thereto. No derogatory material can be placed in a teacher's personnel file unless a teacher has had an opportunity to review said material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed. The teacher shall have the right to submit a written answer to such material.

I. Reports or evaluations shall be in writing and shall include, but not be limited to:

a. Strengths of the teacher.

b. Weaknesses of the teacher.

c. Specific suggestions as to how the teacher might improve his performance.

H. Teacher evaluation as set forth above shall conform to all existing laws and rules.

#### **ARTICLE FIFTEEN** **SCHOOL CALENDAR**

A. A completed school calendar shall be presented to the Association by the Superintendent no later than April 1st of the year preceding the school year which the calendar controls. Within thirty (30) days of its receipt a committee of the Association shall then have the opportunity to meet with the Superintendent to discuss the same. The Superintendent shall then make a recommendation of the school calendar to the Board and the Board shall make the final decision as to the entire school calendar. The Board shall make every effort to provide a final written copy of the adopted calendar to employees by June 1.

#### **ARTICLE SIXTEEN** **TEACHING HOURS**

##### **A. TEACHERS, COUNSELORS AND NURSES**

1. All must sign in and sign out in the appropriate column of the personnel roster.

Late arrivals or early leavers shall record the exact time.

The teachers work day shall begin five (5) minutes before the start of the students' day.

## B. SCHOOL DAY

1. Except as set forth in paragraph 4 below, the workday for teachers shall be six (6) hours and forty-five (45) minutes for the remainder of the contract. This shall include the minutes before classes begin. Teachers will not be required to remain beyond the pupils' school day, so long as they recognize that they need to be professional and will remain so long as is necessary after the students leave in order to meet their professional duties and responsibilities.
2. The Administration will strive to limit teachers' consecutive teaching periods to three (3) though there is no guarantee that this can be universally achieved.
3. All classroom instructional teachers shall receive one free period and one preparation period per day so long as the nine period day continues. The preparation period shall not be assigned as a duty or teaching period. The Board may, however, require the teacher to utilize the prep period for such educationally related work as lesson planning, articulation (including small groups), pre and post evaluation conferences, test preparation, parent and student conferences and evaluation of student work). A simplified check off form shall be submitted no more than once per month. If the Board returns to an eight period day, teachers shall be entitled to one preparation period.
4. The work day for the Child Study Team shall be from 8:00 A.M. to 3:30 P.M. (except Friday, shall be until 3:00 P.M.) and their work year shall be September 1 to June 30 inclusive.
5. Guidance Counselors will be required to remain on duty until their work is completed and their work year shall be September 1 to June 30 inclusive.
6. The work year for the positions of Child Study Team members and COE and CIE shall continue to be September 1 to June 30, inclusive.

### C. SCHOOL YEAR

Except as set forth above concerning the Child Study Team and Guidance Counselors, there shall be 181 student contact days and four (4) in-service days for a total of 185 days. One of these days shall be used to assist the teachers in meeting the State's 100 hour continuing education requirement. Emergency or snow days if scheduled and not used will be reduced so that the total of days shall not exceed or be less than the work years set forth above. The last work day for staff shall be one-half session day. New hires will be required to report one additional day, prior to the commencement of the school year, for an in-service orientation.

Teachers, CST, CIE, and COE personnel and Guidance Counselors will be required to attend half day (4 hours plus lunch) sessions rather than the regular school day on Thanksgiving Eve, the last school day before Christmas Eve and the last student day at the end of the year.

### D. STAFF MEETINGS

1. Building-based teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending building faculty or other professional meetings, no more than twenty (20) times per year, in addition to in-service programs. There shall be no more than two (2) such meetings per month except in cases of emergency. Meetings shall end no later than 4:30 p.m.

2. The meetings described in paragraph 1 above, shall include the following:

- a. Faculty Meetings (School Based or Departmental);
- b. Curriculum Development, including:
  1. The development of district wide assessment instruments;
  2. The revision or expansion of curriculum activity guide books; and

3. The review and/or selection of new text books or computer software/hardware and the implementation of new technology.

c. School Improvement Activities, including:

1. Administrative Faculty Advisory Council; and

2. School Improvement Committee.

d. Professional Development.

3. Except in case of an emergency, these meetings will not be scheduled during a preparation period, on Friday, or on a day preceding a holiday.

E. Two (2) evening parent conferences may be scheduled per building each school year. These conferences are subject to a two (2) hour time limit and teachers shall be dismissed at the end of a four (4) hour plus lunch session the day of the conference. Advanced scheduling of the conference day/date will take place.

F. All half-day sessions when students are present, including the day of evening conference, shall be four (4) hours plus lunch. Half-day sessions when students are not required to report to school shall be four (4) hours.

G. Teachers shall make every effort to attend graduation.

#### **ARTICLE SEVENTEEN**

#### **CLASS SIZE**

The Superintendent shall make available by October 30 individual load charts of all instructors indicating subject and class assignments and number of students enrolled in each.

Any instructor concerned over class size shall have the right to consult with the Principal about this condition.

## **ARTICLE EIGHTEEN** **SUBSTITUTES AND SUBSTITUTIONS**

1. The Board agrees at all times to maintain a list of substitute teachers who shall be provided with appropriate orientation and training by the Administration to help them instruct the classes they cover.
2. The Principals will endeavor to arrange schedules for coaches so that they will be unassigned during the last period of the day and thereby minimize the necessity of covering for such coaches.
3. The practice of using a regular teacher as a substitute will be avoided when possible.
4. In those cases where regular substitutes are not available, regular teachers may be used as substitutes during their non-teaching time, and the Principal shall distribute assignments for such class coverage as equitably as possible. Such individual assignment shall be posted on the main office bulletin board within the first ten (10) days of the following month, if at all possible.
5. Except in cases of emergency, substitute coverage compensation shall be paid to any teacher who shall be required to cover for an absent colleague during such teacher's preparation and/or lunch period as follows:  
    \$27.00 per period for the length of this agreement.
6. When a substitute is not available to cover a shop class that shop shall be divided into three equal parts and can be assigned to another shop teacher class for three periods or one shop session, each instructor will be compensated in the amount equal to one class coverage pay provided that this does not result in any additional cost to the Board.
7. For teaching a seventh period, as assigned by the Administration, appropriately certified teachers will be compensated in a lump sum for the time period assigned. The rate is pro-rated based upon \$6,000 for teaching a class for the entire year. If a unit member is assigned to the extra class for less than a year this payment will be pro-rated. This payment shall be pensionable, provided it is accepted as same by the Division of Pensions and shall be on a voluntary basis with administration given the right of assignment.

This language applies to teaching after school / remedial classes and teaching any extra-period - 7<sup>th</sup> period within the school day.

#### **ARTICLE NINETEEN** **TEACHER FACILITIES**

A. Each school shall have, where space permits, the following facilities:

1. A teacher work study room containing equipment and supplies to aid in the preparation of instructional materials.
2. This teacher work study room will be in addition to an appropriately furnished room which shall be reserved for the use of teachers as a faculty lounge.
3. A separate, private dining area for the use of the teachers.
4. Off-street paved parking facilities sufficient for all teachers.
5. Closet or locker space for each teacher to store coats, overshoes, and personal articles.
6. Reference books as suggested by teachers' committee within budget limitations.
7. Chalkboard and bulletin board space in every classroom.
8. Sufficient, up-to-date visual aids, equipment, supplies, books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility, the proper facilities for their use in classrooms, shops and laboratories, proper storage space for these and workable system for its use and maintenance.

**ARTICLE TWENTY**  
**PROTECTION OF TEACHERS, STUDENTS AND PROPERTY**

A. 1. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. If a teacher believes he is working under unsafe conditions, he shall discuss this with the building Principal and complete the appropriate report form. A copy of this report will be forwarded to the Association President.

2. In the event of any disorder or disruption in the regular school program, the Association shall have the right to meet with the Superintendent immediately to develop mutually acceptable programs to guarantee the safety of students, teachers, and property.

3. The Board Policy on Student Grievance Procedure and Policy Statement in Regard to Student Protests and other Demonstrations as worked out mutually by the Administration, the Association, and the representatives of the student body, shall also serve as guidelines for proceeding in this area. Copies of such Board Policy shall be distributed with this Agreement.

B. 1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their Principal or other immediate superior.

2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information relating to the incident or the persons involved that he is legally permitted to divulge, and shall act in appropriate ways as liaison between the teacher, the police, and the courts.

3. If a teacher who has been the subject of a DYFS investigation is exonerated, all DYFS reports shall be removed from the employee's personnel file.

4. A list of all students who have special medical conditions or health problems including serious illness or communicable diseases shall be maintained by the administration. Classroom teachers who have direct contact with those students will be advised to report to the appropriate school official to obtain any relevant information. All information shall remain confidential to protect the privacy of the student.

C. The Board will consider, on a case by case basis, claims for payment of the deductible, but not to exceed the amount of the damages, if vehicles are damaged on school property while in performance of the employee's duties. If the claim is denied, the Board shall provide a written response and the employee then may make an appearance before the Board if one is deemed necessary and appropriate. The decision of the Board is non-arbitrable.

#### ARTICLE TWENTY-ONE SICK LEAVE

1. Sick leave is hereby defined to mean the absence from his or her post of duty, of any teacher because of personal disability due to illness or injury, or because he or she has been excluded from the school by the school's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

2. In case of personal illness for full-time employees, an allowance of a full pay will be made for twelve (12) school days in any school year. If any such person required in a school year less than this specified number of days of sick leave with pay allowed, all days of such leave not utilized that year shall be accumulative to be used for additional sick leave with full pay as needed in subsequent years. The maximum accumulation of sick and personal leave will be as permitted by law.

3. A doctor's certificate stating the illness, the inability of the employee to report for work, and the period of such disability will be required in case of absence on account of personal illness for more than three (3) consecutive days and is to be submitted upon return to work.

4. N.J.S.A. 18A:30-6 prohibits the automatic granting of sick leave days beyond those permitted to accumulate. When sick day absences exceed the annual sick leave and the accumulated sick leave credited to individual employees, requests for additional time will be reviewed by the Board of Education on a case-by-case basis and in accordance with the provisions of N.J.S.A. 18A:30-6.

5. Teachers shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.

6. The Board retains its power to grant additional sick leave at its discretion.

7. In the case of illness in an individual's immediate family, the employee may be absent from his/her post and suffer no loss of pay up to 5 days in any school year. Such leave shall be charged to the employee's accumulated sick leave. A doctor's certification shall be required beyond three (3) consecutive days' absence and is to be submitted upon return to work.

#### **ARTICLE TWENTY-TWO** DAYS OFF AND TEMPORARY LEAVES OF ABSENCE

A. Persons employed for full-time service and paid on the basis of a year or month shall be subject to the following rules. Those employed for full-time service and paid on the basis of a week, day or hour shall be subject and paid on the basis of a week, day or hour shall be subject to the following rules after three (3) months of continuous service.

1. Teachers shall not be absent from work without first obtaining permission from the Superintendent unless the absence is caused by personal illness which is covered by sick leave.

2. a. They shall forfeit their pay for absence from any cause except personal illness, death in the immediate family, detention on account of quarantine, enforced attendance at court, or by reason of court subpoena except where the absentee is a party to the suit, in which case one day with pay shall be allowed.

b. The employees shall be excused for one (1) day without reason and the Superintendent shall have the authority to excuse upon request, at his discretion, any employee for absence from duty an additional two (2) days during any school year, without forfeiture of salary. The request for any three (3) days must be submitted in writing on a form provided five (5) days prior to the requested absence. However, no approval shall be granted for days immediately preceding or following a school holiday. The five (5) days limit will be waived in dire emergency cases. If at the end of the school year any of the above "Personal days" remain unused, they shall be accumulated as sick days.

3. a. In case of the death of a wife, husband, father, mother, or child in the family, no deduction of salary will be made for absence up to five (5) working days within a week following the death.

b. In case of the death of a sister, brother, son-in-law, daughter-in-law, no deduction of salary will be made for absence up to four (4) working days within a week following the death.

c. In the case of a death of a grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, or grandchild, no deduction of salary will be made for absence up to three (3) working days within a week following the death. In addition, for any deceased person who made his/her home on a permanent basis with the employee, no deduction of salary will be made for absence up to three (3) working days within a week following the death. Documentation in the form of a death certificate or affidavit of domicile will be required to establish residence.

4. In the case of the death of nephew, niece, aunt, uncle, no deduction in salary will be made for absence on day of funeral. Documentation for all bereavement days may be required at the discretion of the Superintendent.

5. No deduction in salary will be made in case of unavoidable quarantines on account of contagious disease, when such quarantine is not due to personal illness, provided a certificate from the health authorities is forwarded to the Central Office.

6. In computing the salary of all employees engaged for the ten-month school year, 1/200th of the pay for a year will constitute a day's pay, and deduction will be made only for absence on school days. No deductions will be made for holidays that may intervene, but absence on days in which there is only one session of school will be counted as a full days' absence.

7. Personal days shall be excluded in the computation for Doctor's note status.

**ARTICLE TWENTY-THREE**  
**CHILD-REARING LEAVE AND MATERNITY DISABILITY**

**A. CHILD-REARING**

The Board may grant child-rearing leave without pay in accordance with the following procedure:

1. All applicants for commencement, extensions or reduction of child-rearing leave shall be made in writing to the Superintendent.
2. Any teacher intending to apply for child-rearing leave shall advise the Superintendent of the fact of her pregnancy and/or of her/his perspective plans for taking child-rearing leave and of the best estimate of when the child-rearing leave will commence and terminate. The teacher shall request child-rearing leave of the Superintendent in writing at least sixty (60) days prior to the date the leave is to commence.
3. The request for child-rearing leave shall specify the date when the teacher wishes the leave to commence and terminate. If there is a disagreement on the date, a meeting between the Superintendent and the teacher shall be arranged in order to work out mutually acceptable dates.
4. Child-rearing leave may be granted for a period of up to the end of the academic year in which the child-rearing leave commences and an additional school year may be granted upon request of the teacher. A teacher on child-rearing leave shall notify the Superintendent and the Board in writing of the intention to return to the District by March of the school year preceding the school year in which the teacher wishes to return to the District or sixty (60) days prior to said intended return date, whichever is sooner.
5. A teacher returning on the first day of the school year in September from child-rearing leave shall be placed in his/her previously held position if available and administratively feasible.
6. Any teacher who has applied for and has received child-rearing leave may re-apply for permission to return to employment during any academic school year for which such leave was granted, and such leave may thereupon be terminated by the Board at its discretion.

7. No teacher on child-rearing leave shall, on the basis of said leave, be denied the opportunity to substitute in the school district in the area of his/her certification of competence.

8. Time spent on child-rearing leave of absence shall not count towards salary guide placement experience, seniority, sick leave accumulation, etc.

9. Anyone who accepts child-rearing leave after February 28, in any given year, will be given credit on the salary guide for a full year upon returning to the District.

10. A teacher receiving child-rearing leave shall not accept full time employment in the teaching field or undertake full time graduate study during all or part of the period of the child-rearing leave. This provision shall cease to be operative at such time as the teacher shall have been denied her request to return to employment.

#### B. ADOPTION

Any teacher adopting a child of pre-school age shall receive a leave similar to child-rearing leave which shall commence upon receiving de facto custody of said child or earlier if necessary to fulfill the requirements of adoption.

C. The Board is not responsible for any injuries or disabilities of the teacher while on child-rearing leave.

#### D. MATERNITY DISABILITY

1. The Board shall grant sick-leave for the period of actual disability associated with pregnancy and birth to pregnant teachers on the same terms and conditions governing leaves of absences for illness or medical disability. The pregnant teacher will be entitled to her annual and accumulated sick leave, with pay, during the period of absence during her actual disability. Any pregnant teacher who does not elect to take a child-rearing leave may continue to perform on duty as long as physically able to do so and will be entitled to return to her duties when she is physically able to do so.

2. The Board may require a teacher during her pregnancy to produce a certificate from her physician stating that she may continue working effectively at the duties to which the teacher has been assigned.

3. In the event of any question as to the condition of the pregnant teacher, a conference may be arranged between the Board's physician and the teacher's attending physician.

4. No teacher shall be required to leave work because of pregnancy at any specific time prior to expected child birth nor be prevented from returning to work after child birth solely on the ground that there has not been a time lapse of a specific duration between child birth and desired date of return.

5. Nothing stated herein is intended to restrict the right of the Board to discipline any pregnant teacher for any cause not related solely to her pregnancy.

6. The Board has the right to remove any pregnant teacher from her daily duties on any one of the following criteria:

a. Her teaching performance substantially declines from the period preceding pregnancy.

b. Her physical condition or capacity renders her incapable of performing her assigned duties, which shall be deemed to exist if:

(1) The pregnant teacher fails to produce a physicians' certificate that she is medically able to continue teaching; or

(2) The Board's physician concludes she is unable to continue teaching.

7. In no case shall a pregnant teacher be granted sick leave beyond her annual and accumulated sick leave days.

B. A teacher may petition pursuant to the Statutes for extended sick leave.

## **ARTICLE TWENTY-FOUR** **ACCRUED LEAVE**

### **1. Accrued Leave**

- a. Each teacher with fifteen (15) or more years of service in the system at the date of leave shall receive an accrued leave allowance. This allowance shall be based on 1 days pay for every 4 days accumulated. Each day's pay will be based on per diem salary, which is 1/200<sup>th</sup> of their last annual salary. Accrued leave would cap at \$24,000.
- b. This payment shall be made at the time of retirement in a lump sum and shall not be considered part of the employee's annual salary. In the event of death while employed, payment shall go to the employee's estate.
- c. Those teachers whose sick leave entitlement exceeded \$22,500 under the 1 for 4 formula on June 30, 1999, will receive the dollar value of their accumulated days based on their 1998-99 salary using that formula, or can use the formula above, whichever is higher.

## **ARTICLE TWENTY-FIVE** **INSURANCE PROTECTION**

1. The Board shall provide the health-care and life insurance programs designated in this Agreement. The Board shall pay full premium for each regularly employed individual and dependents covered in Article I, "Recognition."
2. The family plan insurance coverage shall be the plan mutually agreed upon.
3. The Board shall continue to provide a death benefit insurance policy coverage of \$4,000 for each regularly employed individual covered in Article I, "Recognition."
4. The Board shall continue to provide a \$6.00 generic and \$11.00 brand, and \$0 mail in (if available) co-pay prescription plan effective July 1, 2001 for each regularly employed individual and dependents, if applicable, covered in Article I, "Recognition".
5. The Board shall pay the premiums for a dental insurance plan which plan shall be administered by the Board of Education and shall be equal to what has been provided during the prior Agreement.

The Board's maximum contribution (cap) for this plan shall be premium in effect on June 30, 2001.

## **ARTICLE TWENTY-SIX**

### **DEDUCTIONS FROM SALARY**

#### **A. PROCEDURES FOR DEDUCTIONS**

At the written request of the Association and upon the written authorization for the individual employee within the limits prescribed by law, the Board will make payroll deductions from the salaries of the employees for the specified purposes.

1. The Board agrees to deduct from the salaries of its teachers dues for the Essex County Vocational Education Association, the Essex County Education Association, the New Jersey Association upon authorization of said teachers.

2. Said monies together with records of any corrections shall be transmitted to the treasurer of the Essex County Vocational Education Association.

3. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

#### **B. DEDUCTIONS AND METHOD OF PAYMENT**

1. All teachers employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments.

2. Teachers may individually elect to have ten (10) percent of their monthly salary deducted from their pay, these funds to be paid to the teacher, half on July 15 and half on August 15. At the written request of individual teachers and within limits prescribed by law, the Board will make payroll deductions for savings-investments plan.

3. At the written request of individual teachers, the Board will make payroll deductions for U.S. Government Savings Bonds and will purchase such.

4. The Board will provide for an optional payroll deduction savings plan wherein monies shall be placed in interest bearing accounts at a bank of the Board's choice in place of summer payroll deductions.

5. The Board shall offer direct deposit of pay checks to a financial institution of the employee's own choosing, consistent with its ability to develop such a program at a minimal cost to the Board. The employees may only select one account into which the deposit may be made.

## **ARTICLE TWENTY-SEVEN** **SALARY PROVISIONS**

### **A. TEACHERS**

1. This salary schedule shall consist of three levels of professional training: the Fourth, the Fifth and the Sixth Year Levels. All teachers shall be placed on the Fourth Year Level unless they meet the qualifications for the Fifth or Sixth Year Level.

2. A teacher shall advance from one level to the next higher level by meeting the requirements as outlined in this article. However, no one will be permitted to advance beyond the maximum of any level for which they meet requirements.

3. All teachers anticipating advancement from one level to the next must declare such to the Superintendent in writing before March 1 of the year prior to advancement, and present documentation prior to November 1 of the year the advancement becomes effective, and after appropriate documentation shall be paid retroactively to September 1 of that year.

4. All stipends paid in consideration of duties performed as part of a teacher's regular assignment shall be included in the salary for pension purposes. This distinguishes these stipends from extra compensation paid for co-curricular and extra-curricular assignments.

5. Annual increments for satisfactory service shall be granted by the Board of Ed upon recommendation of the Chief School Administrator. The Board of Ed reserves the right upon such recommendation to withhold, decrease or re-instate any annual increment or adjustment pursuant to N.J.S.A. 18A:29-14.

b. In order to receive an increment teachers must have been hired prior to February 1 of any year.

c. If an employee's increment is to be withheld, the employee shall be entitled to make a presentation before the Board, in closed session, of no more than 15 minutes.

**B. ACADEMIC LEVELS**

1. All employees, upon initial employment, shall qualify for the fourth year level unless they satisfy the requirement for placement on either the fifth year level or the sixth year level.
2. Academic teachers must have completed 160 semester hours of approved collegiate credits for placement on the fifth year level
3. Academic teachers must have completed 192 semester hours of approved collegiate credits for placement on the 6th year level.

**C. VOCATIONAL SHOP TEACHERS**

All vocational shop teachers, upon initial employment, shall qualify for the fourth year level unless they satisfy the requirement for placement on either the fifth or sixth year level.

Vocational shop teachers must have a minimum of 4 years of industrial experience or such requirements as the State of New Jersey shall institute for their certification. All industrial experience must be in addition to four years of high school education.

These teachers qualify for the fifth year level by earning a Bachelor's degree.

These teachers qualify for the sixth year level by having a Master's degree or a Bachelor's degree plus 30 credits.

Three years of approved industrial experience shall equal one year of professional work on the salary guide, but equivalents shall be granted for not more than seven years of professional work.

**D. When the date or length of employment of a teacher is referred to, it means the date of continuous employment in the regular full-time program of the Essex County Vocational Schools. Teachers on leave of absence in the Armed Forces are to be counted as employed in the regular full-time program of the Essex County Vocational Schools.**

## ARTICLE TWENTY-EIGHT LONGEVITY SERVICE PAY

A. An employee shall be eligible for longevity increment upon the completion of the following years of full-time actual service: 15 years, 20 years, 25 years, and 30 years. Said longevity increments shall be computed from the date of original full-time appointment and shall be pro-rated from the anniversary of the appointment date until the end of the year. However, employees will become eligible on the first of the month coinciding with or next following the completion of the required service. The employee longevity increment shall be paid to him as part of the annual salary. Longevity stipends will increase yearly based on the settlement percentage. Such employees shall receive longevity increments as follows:

### YEARS OF COMPLETED SERVICE

15 Years	Total of
20 Years	Total of
25 Years	Total of
30 Years	Total of

COMPENSATION		
04-05	05-06	06-07
\$ 1,000	\$1,050	\$1,100
\$ 1,825	\$1,910	\$2,000
\$ 2,610	\$2,730	\$2,860
\$ 3,290	\$3,445	\$3,600

B. Should an eligibility question arise in the case of any individual, the aforementioned longevity shall not be withheld unless the person has been given full recourse under the legal provisions of Title 18A Education Act, New Jersey Statutes Annotated and the grievance procedure.

## **ARTICLE TWENTY-NINE** **SEPARABILITY AND SAVINGS**

If any provision or article or clause of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

## **ARTICLE THIRTY** **FULLY-BARGAINED PROVISIONS**

This agreement represents and incorporates the complete and final understanding of the parties and the settlement of all bargained issues which were, or could have been, the subject of negotiations. All prior agreements, either oral or written, are hereby cancelled. During the term of this agreement, neither party shall be required to negotiate over any matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement.

This agreement may not be altered, changed, or otherwise modified except by the consent of the parties as evidenced by a signed, written document.

## **ARTICLE THIRTY-ONE** **TECHNICAL CAREERS CENTER**

Those bargaining unit members working a late afternoon and evening full shift at the Careers Center shall receive a shift differential of \$1,450 per year for the life of this Agreement.

## **ARTICLE THIRTY-TWO** **DOCTORAL STIPEND**

Those bargaining unit members with an earned doctorate from an accredited university, shall receive an annual stipend of \$1,000.00 e.g. Ph.D; Ed.D.; J.D.; D.D.S.

## **ARTICLE THIRTY-THREE**

### **REPRESENTATION FEE**

#### **A. PURPOSE OF FEE**

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

#### **B. AMOUNT OF FEE**

##### **1. NOTIFICATION**

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

##### **2. LEGAL MAXIMUM**

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

## C. DEDUCTION AND TRANSMISSION OF FEE

### 1. NOTIFICATION

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

### 2. PAYROLL DEDUCTION SCHEDULE

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid.

a. 10 days after receipt of the aforesaid list by the Board;  
or

b. 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in this employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

### 3. TERMINATION OF EMPLOYMENT

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

### 4. MECHANICS

Except as otherwise provided in this Article the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

## 5. CHANGES

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said list.

## 6. NEW EMPLOYEES

On or about the last day of each month, beginning with the month this Agreement become effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

## D. INDEMNIFICATION AND SAVE HARMLESS PROVISION

### 1. LIABILITY

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

- a. The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- b. if the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

### 2. EXCEPTION

It is expressly understood that Paragraph 1 above will not apply to any claim, demand, suit or other forum of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

## SCHEDULE A

### Essex County Vocational Teachers 2004-2005

Old Step	NewStep	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>
1		40,500	41,300	45,000
2		41,100	42,300	46,350
3		42,100	44,300	48,350
4		44,100	46,300	50,350
5		46,100	48,300	52,350
6		48,100	50,300	54,350
7		50,100	52,300	56,350
8		52,100	54,300	58,350
9		54,100	56,300	60,350
10		56,100	58,300	62,350
11		58,100	60,300	64,350
12		60,100	64,300	72,350
13		66,100	69,300	74,350
14		73,900	77,000	80,900

**Essex County Vocational Teachers  
2005-2006**

<b>Old Step</b>	<b>New Step</b>	<b>4<sup>th</sup></b>	<b>5<sup>th</sup></b>	<b>6<sup>th</sup></b>
3	1	41,000	42,000	46,000
4	2	41,500	42,750	46,850
5	3	42,500	44,750	48,850
6	4	44,500	46,750	50,850
7	5	46,500	48,750	52,850
8	6	48,500	50,750	54,850
9	7	50,500	52,750	56,850
10	8	52,500	54,750	58,850
11	9	54,500	56,750	60,850
12	10	56,500	58,750	62,850
13	11	58,500	60,750	64,850
14	12	60,500	64,750	72,850
15	13	66,500	69,750	74,850
16	14	75,650	78,850	82,950

**Essex County Vocational Teachers  
2006-2007**

<b>Old Step</b>	<b>New Step</b>	<b>4<sup>th</sup></b>	<b>5<sup>th</sup></b>	<b>6<sup>th</sup></b>
1		0	0	0
2		0	0	0
3		42,900	45,200	49,350
4		44,900	47,200	51,350
5		46,900	49,200	53,350
6		48,900	51,200	55,350
7		50,900	53,200	57,350
8		52,900	55,200	59,350
9		54,900	57,200	61,350
10		56,900	59,200	63,350
11		58,900	61,200	65,350
12		60,900	65,200	73,350
13		67,900	71,200	76,350
14		77,000	80,200	84,450

## SCHEDULE B

	<u>04-05</u>	<u>05-06</u>	<u>06-07</u>
Yearbook Advisor	\$1,830	\$1,915	\$2,000
Visual Aides Advisor	\$1,830	\$1,915	\$2,000
Senior Class Advisor	\$1,830	\$1,915	\$2,000
Student Council Advisor	\$1,565	\$1,640	\$1,720
Literary Magazine Advisor	\$1,565	\$1,640	\$1,720
VICA Advisor	\$1,565	\$1,640	\$1,720
HOSA Advisor	\$1,565	\$1,640	\$1,720
Honor Society Advisor	\$1,565	\$1,640	\$1,720
FBLA Advisor	\$1,565	\$1,640	\$1,720
Judo Club Advisor	\$1,565	\$1,640	\$1,720
National Honor Society Advisor	\$1,565	\$1,640	\$1,720
Key Club Advisor	\$1,565	\$1,640	\$1,720
Future Farmers of America Advisor	\$1,565	\$1,640	\$1,720

Unless otherwise indicated herein, Advisors of all Vocational Students Organizations which are funded by the Board of Education, shall be paid the same amount as the Literary Magazine Advisor. All Schedule B positions will increase yearly by the settlement percentage.

## SCHEDULE C

### GUIDANCE COUNSELORS, MEMBERS OF THE CHILD STUDY TEAM, COE/CIE

Guidance Counselors and members of the Child Study Team will be on the Teachers Salary ten (10) month schedule but shall be required to be on duty from September 1 to June 30. Their pay for the Summer coverage if required to work shall be computed in the regular manner on the basis of their base salary. Schedule C stipends will increase yearly by the settlement percentage.

Stipends:	<u>04-05</u>	<u>05-06</u>	<u>06-07</u>
CST, COE, CIE:	\$2,090	\$2,190	\$2,290
Guidance Counselors	\$1,570	\$1,640	\$1,720
LPN Teachers	\$1,570	\$1,640	\$1,720

CST members will be dismissed with the teachers at 3:00 on Fridays.

## **SCHEDULE D**

### **PART-TIME, EVENING AND SUMMER SCHOOL AND HOMEBOUND INSTRUCTION**

1. The pay schedule for all part-time, evening, summer school and homebound instructors who work by the hour shall be paid as follows:

2004-2005 - \$29 per hour  
2005-2006 - \$31 per hour  
2005-2006 - \$33 per hour

2. An emergency minimum of one and one-half (1?) times the hourly rate shall be paid to any of the teaching personnel if they report as scheduled but due to some emergency, classes are cut short or school sessions cancelled.

3. Teachers, who volunteer to work on a part-time basis in special programs (such as H.S.P.A.) before or after the regular school day, shall be paid at the same rate per period or per hour, whichever is applicable, as that of the evening school teachers.

## **SCHEDULE E**

### **ATHLETIC COACHES AND DIRECTORS**

1. There shall be a salary schedule for coaches as follows:

Head Coach: 13% of level 4, step 1 each year

JV Coach,  
Cheerleader Advisor: 75% of Head Coach

Athletic Advisor: 16% of level 4, step 1 each year

2. Athletic Directors shall not be permitted to serve as coaches.

## ARTICLE THIRTY-SIX

### DURATION OF AGREEMENT

A. This Agreement shall become effective July 1, 2004, and shall remain in full force and effective until June 30, 2007. Subsequent negotiations shall be in accordance with Article II of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement and cause the same to be executed by its respective officers or agents on \_\_\_\_\_.

BOARD OF EDUCATION OF ESSEX  
COUNTY VOCATIONAL SCHOOLS

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

ESSEX COUNTY VOCATIONAL  
EDUCATION ASSOCIATION

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

James Kinder, *President*

Leonard Leach, *Vice-President*

Dennis Salmanowitz, *Treasurer*

Kathleen Morrisey, *Secretary*

Head Representatives:

Tyniesha Douglas, *TCC*

Kathy Bailey, *N. 13th*

Edward Miller, *WC*

Dennis Salmanowitz, *BT*